



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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May 12, 2009

IN REPLY PLEASE

REFER TO FILE: PD-1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH
PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to approve the exchange of a portion of the County of Los Angeles' current Federal funds with the State of California for non-Federal funds from the State Highway Account in the amount of \$950,813 and for the State to pay the County of Los Angeles \$100,000 in State matching funds for Fiscal Year 2008-09.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign an agreement between the County of Los Angeles and the State of California, which assigns a County apportionment of Federal funds, in the amount of \$950,813, to the State in exchange for an equal amount of non-Federal State Highway Account funds, and allocates to the County of Los Angeles \$100,000 in State matching funds from the State Highway Account for Fiscal Year 2008-09, for a total payment to the County of Los Angeles of \$1,050,813.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to approve the attached agreement to execute the exchange of funds and to receive the annual allocation of State matching

funds. The use of Federal funds by the County of Los Angeles (County) for highway projects requires conformance with certain detailed documentation processes. By accepting non-Federal State Highway Account funds in exchange for Federal funds from the State, the County is relieved of these Federal documentation requirements.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1). This action provides the County with less restrictive funds to improve its roads for the benefit of the motoring public.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

After execution of this agreement, we will prepare and submit an invoice to the State in the amount of \$1,050,813. These funds will be utilized for projects to be identified in the Fiscal Year 2009-10 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Federal Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the State of California Department of Transportation (Caltrans) allocates the Regional Surface Transportation Program funds to metropolitan planning organizations or regional transportation planning agencies, which in turn apportion these funds to counties based on specified formulas.

In accordance with Section 182.6(h) (2) of the Streets and Highways Code, the County may exchange a portion of its Regional Surface Transportation Program funds for non-Federal State Highway Account funds. Additionally, Section 182.9 of the Streets and Highways Code requires that the State allocate to each county an amount not to exceed \$100,000 each fiscal year from non-Federal funds in the State Highway Account as match for the Federal funds allocated to each county pursuant to Section 182.6. The attached agreement provides for the exchange of \$950,813 of the County's apportionment of the Regional Surface Transportation Program funds and claims the \$100,000 of the State matching funds for Fiscal Year 2008-09, for a total of \$1,050,813 in non-Federal State Highway Account funds.

The attached agreement has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b) (4) of the California Environmental Quality Act Guidelines, approval of the recommended action is not subject to the requirements of the California Environmental Quality Act.

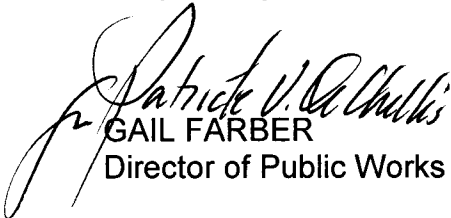
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The funds covered under this agreement will be used on future transportation improvement projects in the County.

CONCLUSION

Please return the two originals of the agreement along with two adopted copies of this letter to the Department of Public Works, Programs Development Division, for further processing. After the agreement has been executed by Caltrans, we will return a fully executed agreement to the Executive Office of the Board.

Respectfully submitted,



GAIL FARBER
Director of Public Works

GF:SA:pr

Attachment

cc: Chief Executive Office (Lari Sheehan)
County Counsel

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - MPO COUNTY

07 LOS ANGELES
District County

Agreement No. X09-5953(628)
EA No. 07-933328

THIS AGREEMENT is made on _____, by the COUNTY of LOS ANGELES, a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign apportionments made available to COUNTY for allocation to transportation projects under the "Safe, Accountable, Flexible, Efficient, Transportation Equity Act - A Legacy for Users" (SAFETEA-LU), as modified in accordance with Section 182.6 of the Streets and Highways Code (Regional Surface Transportation Program (RSTP) funds) in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching moneys from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6(h)(2) of the Streets and Highways Code, COUNTY agrees to assign to STATE:

\$950,813.00 from the eligible portion of its estimated annual minimum
RSTP Apportionment for Fiscal Year 2008/09

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Jamie Ong				Accounting Officer	Date	3-18-09	\$1,050,813.00	
Chapter	Statutes	Item	Fiscal Year	Program	BC	Category	Fund Source	\$
268	2008	2660-102-0042	2008-2009	20.30.010.840	C	224040	113-042-T	950,813.00
268	2008	2660-102-0042	2008-2009	20.30.010.830	S	217000	113-042-T	100,000.00

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code in excess of 3 1/2 percent of the statewide minimum apportionment established under Section 182.6(d)(2) less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP apportionment.

B. COUNTY agrees to use such funds, as necessary, for those projects already included in the adopted Federal Statewide Transportation Improvement Program (FSTIP) that were to be funded with RSTP funds exchanged under Section I.A or reach agreement on amendments to the FSTIP.

C. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching moneys for Fiscal Year 2008/09.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$1,050,813.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1) Except as otherwise provided herein, the COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, COUNTY shall not be required to comply with 49 CFR, Part 18.36(i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).

2) COUNTY will assure that its Fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3) Any Fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books,

documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

I. SINGLE AUDIT

COUNTY agrees to include all state (Funds) and federal funded projects in the schedule of projects to be examined in COUNTY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF LOS ANGELES

Office of Project Implementation
Division of Local Assistance
Date:

Chair, Board of Supervisors
Date:

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

BY 
DEPUTY